Alexander Street Press

Nutzungsbedingungen (Vertragsauszug) für:

Music Online Reference

[...]  

3. AUTHORIZED USE: Subject to the restrictions contained in Article 4 below, the Customer is hereby granted a non-exclusive license to use the Product(s) in a way that is consistent with U.S. Fair Use Provisions, German copyright law and international law. Authorized Users may search, view, retrieve and display the Product(s) make limited numbers of hard or electronic copies for research, education, or other non-commercial use only; for more extended use, the Customer must obtain prior consent in writing from ASP or the relevant IP.

Nothing in this Agreement shall make the Customer liable for breach of the terms of the Agreement by any Authorized User provided that the Customer did not cause, knowingly assist, or condone the continuation of such breach after becoming aware of an actual breach having occurred.

The Customer's rights are limited to itself and all Authorized Users (as defined in Appendix A) and do not extend to subsidiary or parent corporations, or to any other related or affiliated organizations. Any rights not expressly granted in this license are reserved to ASP.

4. RESTRICTIONS: The Customer may not decompile or reverse engineer the Product(s); modify or create a derivative work; remove, obscure, or modify copyright notices; sell, distribute or commercially exploit the Product(s); or transfer, assign or sublicense this license.

[...]  

13. TERMINATION: If the Customer breaches any term of this Agreement, ASP may, in addition to its other legal rights and remedies, terminate this license on 30 days written notice to Customer, if Customer has not remedied the breach within the 30 days. Upon any termination, the Customer will forthwith return to ASP the Product(s) and all copies thereof, and will erase all electronic storage of copies of the Product(s). Any termination, whether or not pursuant to this Article 13, will not affect any obligation or liability of a party arising prior to termination, and the provisions of Articles 13 will survive any termination.

ASP acknowledges that the Customer comprises many organizations and that in the event that one of these organizations fails to comply with the obligations or breaches the License Agreement, ASP will terminate access to the Product(s) to that organization only, provided that ASP reserves the right to suspend services more broadly if it is necessary under the circumstances. ASP shall work with the Customer in good faith to remedy the Customer’s breach or suspected breach.

[...]  

Access:

Via in-house network of licensee incl. wide area networks of all higher education institutions financed either by public or private funding, national, regional and state libraries, academic specialist libraries mainly financed by public funding, research institutions mainly financed by public funding, governmental institutions, including any of the above mentioned types of German institutions abroad.

Authorized users:

1. Higher Education Institutions: Students including guest students, Faculty including visiting lecturers, Staff and contractors, Walk-In-Users. Remote Access included.

Further licensee can make the product accessible to independent academic users residing in Germany without restrictions. This non-institutional access of individuals shall be permitted via individual usernames and passwords subject to a requirement of permanent residence in Germany. Access can be granted via the licensor's server, local hosting of the licensee or third party servers. The license is for perpetual use of the product.